

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE RUSH CIRCUIT COURT

AVC NO. 04-017

70C010407 PL 134

IN RE: BILLY BOSWELL,

MISC DOCKET _____

FILED

Respondent.

JUL 16 2004

RUSH CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

Deirda K. Sheehan

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Roy P. Coffey, and Respondent, Billy Boswell, enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent Billy Boswell is an individual engaged in the home improvement business, with a principal place of business at P.O. Box 364, Rushville, Indiana. Respondent Boswell has transacted business with Indiana consumers.
2. Respondent acknowledge the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code Ch. 24-5-0.5.
3. Respondent agrees that for every home improvement he agrees to perform, he will obtain a written home improvement contract signed by the consumer or

consumers for whom work is to be performed, and otherwise complying with Ind. Code § 24-5-11-10. Respondent acknowledges that the contract must include, at minimum, the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or a typed version of that person's name placed directly after or below the signature.

4. Respondent agrees that each of his home improvement contracts will be in a form that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

5. Respondent agrees that before each consumer signs the home improvement contract and before any consumer can be required to make a down payment, Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

6. Respondent agrees that he will give a fully executed copy of the home improvement contract, bearing the dates Respondent and each consumer executed the contract, to each consumer immediately after each consumer signs it, as required by Ind. Code § 24-5-11-12.

7. Respondent agrees to refrain from conducting any home improvements until all licenses or permits necessary for the home improvement have been obtained, as required by Ind. Code § 24-5-11-9.

8. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code §§ 24-5-11-1 through -14 and the Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1 through -12.

9. Respondent, in solicitation and/or contracting with consumers agrees to refrain from representing he can complete the subject of a consumer transaction, when he knows or reasonably should now he could not, as required by Ind. Code § 24-5-0.5-3(a)(10).

10. Upon execution of this Assurance, Respondent shall pay to the Office of the Attorney General One Thousand Dollars (\$1,000.00), to be held in escrow for distribution as consumer restitution to Dewey Gibbs.

11. Upon execution of this Assurance, Respondent shall pay costs in the amount of \$500.00 to the Office of the Attorney General.

12. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

13. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

14. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 1st day of July, 2004.

STATE OF INDIANA

RESPONDENT

STEVE CARTER

Attorney General of Indiana

By:  7/13/04

Roy P. Coffey

Deputy Attorney General


Atty. No. 3930-29

Office of Attorney General

302 W. Washington, 5th Floor

Indianapolis, Indiana 46204

Telephone: (317) 232-6229


Billy Boswell

Residence Address:

P.O. Box 364
Street

Rushville, In. 46173-0364
City, State, Postal Code

APPROVED this _____ day of _____, 2004.

To Whom It May Concern,

Judge, ~~Marion~~ County Circuit Court
Rush

Thank You for bringing this to my attention, I had made prior arrangements with Mrs. Gibbs ~~bs~~, but my father has passed away, and my mother has had a nervous breakdown since. It has totally slipped my mind. I'm sending 1,500⁰⁰ 1,000⁰⁰ to Mrs. Gibbs and 500⁰⁰ to the Attorney General. Sorry for the inconvenience
Thank you.